

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Janet Yde and Judith Kenyon,

Court File No. 14-CV-02849-PAM-HB

Plaintiff,

v.

Divine & Service, Ltd., d/b/a  
D & S Recovery Solutions, Ltd.,  
and Lonnie Larson, individually

Defendants.

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**STIPULATION OF DISMISSAL WITHOUT PREJUDICE**

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IT IS HEREBY STIPULATED, by and between the parties, Plaintiffs Janet Yde and Judith Kenyon (“Plaintiffs”), on the one hand, and Defendants Divine & Service, Ltd., d/b/a D & S Recovery Solutions, Ltd., and Lonnie Larson, individually (“Defendants” and collectively “Parties”), on the other hand, by and through their counsel of record, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), that the above-entitled action, and all claims asserted therein, shall, by Order of this Court, be dismissed without prejudice and with each party to bear their own fees and costs.

It is further stipulated by the Parties that Plaintiffs may renew their claims against Defendants pursuant to the procedures set forth in the dispute resolution plan (“Solutions Plan”) governing Plaintiffs’ employment disputes with Defendant Divine &

Service, Ltd. d/b/a D & S Recovery Solutions, Ltd., including but not limited to the mediation and arbitration procedures set forth in the Solutions Plan.

It is further stipulated by the Parties that if their dispute remains unresolved following the completion of the mediation procedure in the Solutions Plan, then Plaintiffs may pursue their claims against Defendants in arbitration through the American Arbitration Association and as otherwise stated in the Solutions Plan.

It is finally stipulated by the Parties that the statute of limitations relating to Plaintiffs' claims against Defendants, if any, shall be and are hereby tolled by agreement of the Parties from July 8, 2014, the date Plaintiff's Complaint was filed in this matter, until fourteen (14) days after the completion of an unsuccessful mediation. If Plaintiffs' demand for arbitration is timely served within that fourteen-day period, then Defendants agree not to assert any defenses based on the statutes of limitations that could not have been asserted in this action based on the filing date of Plaintiffs' Complaint. If, however, Plaintiffs do not timely serve their demand for arbitration within the fourteen-day period, then Defendants may assert any statutes of limitations defenses to Plaintiffs' claims if applicable.

Dated: September 24, 2014

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Dated: September 24, 2014

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